

## **Tentative Agreement**

WPEA Higher Ed

August 23, 2004, 5:05pm

Page 1 of 2

### **ARTICLE \_\_\_\_\_**

#### **APPOINTMENT AND REAPPOINTMENT**

##### **X.1 Filling Positions**

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer will consider internal promotional candidates and employees who are requesting a transfer or voluntary demotion prior to considering other candidates. Consideration will be limited to employees who have the skills and abilities required for the position.

##### **X.2 Appointment and Reemployment**

The Employer will make appointments in accordance with the provisions in Chapter 357-19 WAC, except for provisions relating to the General Government Transition Pool, General Government Non Permanent Employment, General Government Return to Work Initiative Program, and Police Corps Programs.

##### **X.3 Director's Reviews**

###### **A. Alleged Violation**

Employees may request a review of an alleged violation of Chapter 357-19 WAC within thirty (30) calendar days of the date the employee could reasonably be expected to have knowledge of the action giving rise to a rule violation claim or the stated effective date, whichever is later. Such requests must be submitted to the Director of the Washington State Department of Personnel and comply with the provisions of Chapter 357-49 WAC.

###### **B. Remedial Action**

Individuals appointed to a temporary appointment may submit a request for remedial action per WAC 357-19-450. Such requests must be submitted to the Director of the Washington State Department of Personnel within thirty (30) calendar days of the date the individual could reasonably be expected to have knowledge of the action giving rise to violation of the temporary appointment rules.

**Tentative Agreement**

WPEA Higher Ed

August 23, 2004, 5:05pm

Page 2 of 2

1  
2  
3  
4  
5  
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**X. 4 Grievability.**

The provisions of this Article are not subject to Article X Grievance Procedure.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

## **Tentative Agreement**

August 24, 2004

Page 1 of 4

### **ARTICLE \_\_\_\_\_**

### **CLASSIFICATION**

#### **X.1 Classification Plan Revisions**

A. The Employer will provide to the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain the effect(s) of a change to an existing bargaining unit classes to pay ranges.

B. The Employer will assign newly created positions to the appropriate classification within the classification plan in accordance with WAC 357-13-055.

#### **X.2 Position Review**

##### Employee Initiated Review

An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified may request a review according to the following procedure:

A. The employee will complete and sign the appropriate form as determined by the Department of Personnel.

B. The employee will then send the completed form to the Agency Human Resources Office. The Agency Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the Agency within sixty (60) calendar days of receipt of the request.

C. In the event the employee disagrees with the reallocation decision of the Agency, he or she may appeal the Agency decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination which will be provided to the employee.

## **Tentative Agreement**

August 24, 2004

Page 2 of 4

D. In accordance with the provisions of Chapter 357-52 WAC, the employee may appeal the determination of the Director of the Department of Personnel to the Personnel Appeals Board through December 31, 2005, and to the Washington Personnel Resources Board after December 31, 2005, within thirty (30) calendar days of being provided the written decision of the Director of Personnel. The appropriate board will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Agency.

### **X.3 Effect of Reallocation:**

#### **A. Reallocation to a Class With a Higher Salary Range Maximum**

1. If the employee has performed the higher-level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article X of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.

#### **B. Reallocation to a Class with an Equal Salary Range Maximum**

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article X of this Agreement applies.

## **Tentative Agreement**

August 24, 2004

Page 3 of 4

### **C. Reallocation to a Class with a Lower Salary Range Maximum**

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the employer's internal layoff list for the classification occupied prior to the reallocation.
2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article X of this Agreement applies.

### **X.4 Salary Impact of Reallocation**

An employee whose position is reallocated will have his or her salary determined as follows:

#### **A. Reallocation to a class with a higher salary range maximum**

Upon appointment to the higher class, the employee's base salary will be increased as follows:

Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

#### **B. Reallocation to a class with an equal salary range maximum**

The employee retains his or her previous base salary.

#### **C. Reallocation to a class with a lower salary range maximum**

## **Tentative Agreement**

August 24, 2004

Page 4 of 4

The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

**X.5** Decisions regarding appropriate classification will not be subject to the grievance and arbitration procedure specified in this Agreement.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

## **Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 1 of 9

### **ARTICLE \_\_\_\_\_**

### **COMPENSATION**

#### **X.1 Pay Range Assignments**

A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule for General Government and Higher Education – Effective July 1, 2001" (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.

B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.

C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6%, as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve (12) months.

D. Employees who are paid above the maximum for their range on the effective dates of the increases described in X.1, Sub-Section B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

#### **X.2 Classification Consolidation**

Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated five million dollars (\$5,000,000) general fund-state to implement the initial phases of the Department of Personnel's Classification Consolidation Project.

## **Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 2 of 9

### **X.3 Salary Survey 25% of Prevailing Rate**

The Employer will provide an estimated two million dollars (\$2,000,000) for the purpose of partial implementation of the 2002 salary survey listed in Appendix C. Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate.

### **X.4 Pay for Performing the Duties of a Higher Classification**

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days to a higher level classification will be notified in writing and will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

### **X.5 Establishing Salaries for New Employees and New Classifications**

A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Compensation Appendices A and B, attached.

B. Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

### **X.6 Periodic Increases**

Employees will receive periodic increases as follows:

A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.



## **Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 3 of 9

B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach the top of the pay range.

C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with X.6, Sub-Section A above.

### **X.7 Salary Assignment Upon Promotion**

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. The Employer may grant higher increases in accordance with WAC 357-28-110.

### **X.8 Demotion**

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

## **Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 4 of 9

### **X.9 Transfer**

A transfer is defined as an employee-initiated move of an employee from one position to another position within the College or District in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

### **X.10 Reassignment**

Reassignment is defined as an employer-initiated move of an employee within the College or District from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

### **X.11 Reversion**

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class in which the employee most recently held permanent status, or movement to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

### **X.12 Elevation**

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in X.7 above.

## **Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 5 of 9

### **X.13 Part-Time Employment**

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

### **X.14 Callback**

A. When an overtime-eligible employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he or she will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate; time worked will be in accordance with Article X - Hours of Work and Article X - Overtime.

B. Time worked by an overtime-eligible employee immediately preceding the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given. An employee on standby status called to return to the workstation does not qualify for callback pay.

C. Overtime-eligible law enforcement employees do not qualify for callback pay.

### **X.15 Shift Premium**

A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be \$.50 per hour or \$87.00 per month.

B. Shift differential will be paid for the entire daily or weekly shift, which qualifies under X.15, Sub-Section A above. Shift differential may also be computed and

## **Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 6 of 9

paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.

C. An employee assigned to a shift that qualifies for shift differential pay will receive the same shift differential for authorized period of paid leave.

D. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift differential.

### **X.16 Standby**

A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.
2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status. Employees hired at The Evergreen State College prior to July 1, 2005, on standby status will be compensated at a rate of \$1.50 an hour or seven percent (7%) of their hourly base salary, whichever is greater, for time spent in standby status.

## **Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 7 of 9

### **X.17 Relocation Compensation**

A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or

2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff, or disability separation will not require the employee to repay the relocation compensation.

### **X.18 Salary Overpayment Recovery**

A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice to the employee that will include the following items:

1. The amount of the overpayment;
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

#### **B. Method of Payback**

The employee has the following options for paying back the overpayment:

1. Voluntary wage deduction
2. Cash
3. Check

## **Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 8 of 9

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements.

### **C. Appeal Rights**

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the Grievance Procedure, Article X, of this Agreement.

### **X.19 Special Pay Salary Ranges**

The director of the Department of Personnel may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at each institution will continue.

### **X.20 Multilingual/sign language/Braille premium pay**

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

### **X.21 Dependent Care Salary Reduction Plan**

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

### **X.22 Pretax Health Care Premiums**

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

**Tentative Agreement**

WPEA Higher Ed

September 17, 2004 9:00 pm

Page 9 of 9

**X.23 Medical/Dental Expense Account**

Effective January 2006, the Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

For Union:

For Management:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

WPEA Higher Ed

August 20, 2004; 9:30 AM

Page 1 of 3

**ARTICLE \_\_\_\_**

**DISCIPLINARY PROCEDURES**

**X.1 Representation**

A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. If the requested representative is not reasonably available, the employee will select another representative who is available.

B. Employees seeking representation are responsible for contacting their representative.

C. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article will not interfere with the Employer's right to conduct the investigation.

**X. 2 Discipline**

A. Employers will not discipline any employee without just cause.

B. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such. When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

C. All institution policies regarding investigatory procedures related to alleged employee misconduct, are superseded. The Employer has the authority to determine the method of conducting investigations.

D. The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article X. Oral and written reprimands, however, may only be processed through Step 3 of the grievance procedure.



## **Tentative Agreement**

WPEA Higher Ed

August 20, 2004; 9:30 AM

Page 2 of 3

E. The Employer will provide an employee with fifteen (15) calendar days written notice prior to the effective date of a reduction in pay or demotion.

### **X.3 Investigations**

Both parties agree that timely resolution of investigations of alleged employee misconduct is critical to maintaining a positive and productive work environment.

Employees are required to fully and truthfully answer all questions during an investigation.

This section does not apply to any routine discussion with an employee in the normal course of duty, nor to counseling, instruction, informal verbal admonishment or other routine contact with a supervisor or other employee.

Employees placed on an alternative assignment during an investigation will not be prohibited from contacting their union representative.

### **X.4 Off-Duty Conduct**

The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee's work performance or the program of the Employer, or otherwise constitutes just cause. Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Employer within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

### **X.5 Notice to Employees**

When the Employer is contemplating disciplinary action (reduction in pay, suspension, demotion, and/or discharge) against an employee, the Employer will notify the employee and the Union. Such notice shall include the charges against the employee, an explanation of the evidence which forms the basis for the charge, and the action contemplated. The employee has the right to give reasons orally or in writing why the action should not be taken.

**Tentative Agreement**

WPEA Higher Ed

August 20, 2004; 9:30 AM

Page 3 of 3

**X.6 Probationary Employees**

Nothing in this article limits the Employer's right to separate a probationary employee during their probationary review period.

**X.7 Removal of Documents**

A. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, suspension, or demotions, and written reprimands not removed after three years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Nothing in this section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

For the Union

For the Employer

\_\_\_\_\_  
Leslie Liddle

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caroline Lacey

\_\_\_\_\_  
Date

## **Tentative Agreement**

### **WPEA Higher Ed**

August 20, 2004 4:50pm

Page 1 of 3

## **ARTICLE \_\_\_\_\_**

### **DRUG AND ALCOHOL FREE WORKPLACE**

X.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

#### **X.2 Possession of Alcohol and Illegal Drugs**

Employees may not use or possess alcohol while on duty, except when authorized by the institution's policy. The possession or use of illegal drugs is strictly prohibited.

#### **X.3 Prescription and Over-the-Counter Medications**

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

#### **X.4 Drug and Alcohol Testing – Safety Sensitive Functions**

A. Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current institution policy.

#### **X.5 Testing for Reasonable Grounds**

A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when the Employer has reasonable grounds to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the testing. Examples of specific objective grounds include but are not limited to:

## **Tentative Agreement**

### **WPEA Higher Ed**

August 20, 2004 4:50pm

Page 2 of 3

1. Physical symptoms consistent with controlled substance and/or alcohol use;
2. Evidence or observation of controlled substance or alcohol use, possession, sale or delivery; or
3. The occurrence of an accident where a trained manager, supervisor or lead worker suspects controlled substance/alcohol usage may have been a factor. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

B. Referral – Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained supervisor or manager.

C. Testing – When reasonable grounds exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary, will be paid by the Employer.

D. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

E. Rehabilitation. The Employer may use a positive drug or alcohol test to require an employee to successfully complete a rehabilitation program.

**Tentative Agreement**

**WPEA Higher Ed**

August 20, 2004 4:50pm

Page 3 of 3

F. Discipline. An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules.

**X.6 Training**

Training will be made available to managers and supervisors. The training will include:

- A. The elements of the Employers Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol;
- D. Rehabilitation services available; and
- E. Medical confidentiality and HIPPA regulations regarding prescription and over-the counter medications.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caroline Lacey

\_\_\_\_\_  
Date

Chief Negotiator

Chief Negotiator

**ARTICLE \_\_\_\_\_**

**DURATION**

X.1 All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007.

X.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006. Negotiations will begin at a time agreed upon by the parties.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

**Tentative Agreement**

WPEA Higher Ed

8/6/04

Page 1 of 1

1

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**ARTICLE \_\_\_\_\_**

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**ELECTRONIC MONITORING OF EMPLOYEE ACTIVITY**

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Employees generally will not be subjected to electronic monitoring in the workplace without notice by the Employer. Where the Employer has reasonable grounds to suspect that an employee has engaged or is engaging in misconduct, it may use electronic monitoring without prior notice as a part of a specific investigation, provided:

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A. The monitoring is part of a written investigation plan that describes the reason for, duration, and scope of the monitoring;

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B. The monitoring is narrowly tailored to meet the purpose of the investigation.

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For the Union:

For the Employer:

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Leslie Liddle

Date

Caroline Lacey

Date

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Chief Negotiator

Chief Negotiator

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**Tentative Agreement**

WPEA Higher Ed  
September 17, 2004  
Page 1 of 1

**ARTICLE \_\_\_\_\_**

**ENTIRE AGREEMENT**

X.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties, whether written or oral, is null and void, unless specifically preserved in this Agreement.

X.2 With regard to WACs 251 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

X.3 This Agreement supersedes specific provisions of institution policies with which it conflicts.

X.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, EXCEPT if the Employer intends to make a change in a mandatory subject of bargaining that is not addressed in this Agreement, the Employer will notify the Union and, if requested, engage in collective bargaining.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Cároline Lacey Date  
Chief Negotiator



**Tentative Agreement**

WPEA Higher Ed

8/5/04

Page 1 of 3

**ARTICLE \_\_\_\_\_**

**FAMILY AND MEDICAL LEAVE**

X.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, a biological or adoptive child or stepchild, or a biological or adoptive parent or step-parent who suffers from a serious health condition that requires on-site care or supervision by the employee.

B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count vacation leave used as sick leave, sick leave, compensatory time off, or shared leave.

X.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section X.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an

## **Tentative Agreement**

WPEA Higher Ed

8/5/04

Page 2 of 3

employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

X.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums.

X.4 The Employer has the authority to designate absences that meet the criteria of the FMLA. Employees may be required to exhaust all paid leave prior to using any leave without pay, except for FMLA leave for a compensable work-related injury or illness. Leave for a work-related injury, covered by workers' compensation or assault benefits, will run concurrently with the FMLA.

X.5 Serious health condition leave consistent with the requirements of the FMLA will be granted to an employee in order to care for a spouse, a biological or adoptive child or step child, or a biological or adoptive parent or step-parent who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA will be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

X.6 Personal medical leave or serious health condition leave covered by the FMLA may be taken intermittently when certified as medically necessary.

X.7 Upon returning to work after the employee's own FMLA-qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.

**Tentative Agreement**

WPEA Higher Ed

8/5/04

Page 3 of 3

X.8 The employee will provide the Employer with not less than thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice when feasible.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Little                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

8/24/04, 12:15pm

Page 1 of 1

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**ARTICLE \_\_\_\_\_**

**GENERAL CONDITIONS AND BENEFITS**

X.1 The employer will provide employee lounge facilities apart from work areas.

X.2 The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework.

|  |               |   |               |
|--|---------------|---|---------------|
| For the Union:                             |               | For the Employer:                           |               |
|  |               |   |               |
|  |               |   |               |
|  |               |   |               |
|  |               |   |               |
| _____<br>Leslie Liddle<br>Chief Negotiator | _____<br>Date | _____<br>Caroline Lacey<br>Chief Negotiator | _____<br>Date |

ARTICLE \_\_\_\_\_

**GRIEVANCE PROCEDURE**

**X.1 Terms and Requirements**

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

**A. Grievance Definition**

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

**B. Filing a Grievance**

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

**C. Computation of Time**

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Transmittal of grievances, appeals, and responses may be filed by fax or email. Timelines will apply to the date of receipt, not the date of postmarking.

1           D. Failure to Meet Timelines

2           Failure by the Union to comply with the timelines will result in the automatic  
3           withdrawal of the grievance. Failure by the Employer to comply with the timelines  
4           will entitle the Union to move the grievance to the next step of the procedure.

5  
6           E. Contents

7           The written grievance must include the following information or it will not be  
8           processed:

- 9           1. The nature of the grievance;
- 10          2. The facts upon which it is based;
- 11          3. The specific article and section of the Agreement violated;
- 12          4. The specific remedy requested; and
- 13          5. The name of the grievant(s) and;
- 14          6. The name and signature of the Union representative.

15  
16          F. Modifications

17          No newly alleged violations may be made after the initial written grievance is filed,  
18          except by written mutual agreement.

19  
20          G. Resolution

21          If the Employer provides the requested remedy or a mutually agreed-upon alternative,  
22          the grievance will be considered resolved and may not be moved to the next step.

23  
24          H. Withdrawal

25          A grievance may be withdrawn at any time.

26  
27          I. Resubmission

28          If resolved or withdrawn, a grievance cannot be resubmitted.

29  
30          J. Pay

31          Job Representatives will be provided a reasonable amount of time during their normal  
32          working hours to investigate and process grievances through step 3. Grievants and  
33          job representatives will not lose pay for attending informal dispute resolution

meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their scheduled work time. Grievants will not be paid for informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their off-duty time.

K. Group Grievances

No more than five (5) grievants will be permitted to attend a single grievance meeting.

L. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievance and responses will be maintained separately from the personnel files of the employees.

P. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resumes.

**X.2 Filing and Processing**

**A. Filing**

A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

**B. Processing**

Step 1. If the issue is not resolved informally, the Union may present a written grievance to the supervisor or designee with a copy to the Human Resources Office, within the thirty (30) day period described above. The responsible supervisor, manager or designee will meet in person or confer by telephone with a job representative and/or staff representative, and the grievant within ten (10) days of receipt of the grievance, and will respond in writing to the Union within ten (10) days after the meeting.

Step 2. If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Human Resources Office, within ten (10) days of the Union's receipt of the Step 1 decision. The Human Resources Office will designate who will hear the grievance at Step 2. The designee will meet in person or confer by telephone with a job representative or staff representative, and the grievant within ten (10) days of receipt of the appeal and will respond in writing to the Union within ten (10) days after the meeting.

Step 3. If the grievance is not resolved at Step 2, the Union may move to the next step by filing it with the President/Chancellor, with a copy to the Human Resources Office, within ten (10) days of the Union's receipt of the Step 2 decision. The President/Chancellor or designee will meet in person or confer by telephone with a job representative or staff representative and the grievant within ten (10) days of receipt of the appeal, and will respond in writing to the Union within ten (10) days after the meeting.



Step 4. If the grievance is not resolved at Step 3, the Union may file a demand for arbitration (with a copy of the grievance and all responses attached). It will be filed with the Director of the OFM Labor Relations Office (OFM/LRO) and the College President/designee within ten (10) days of receipt of the Step 3 decision.

Within ten (10) days of the receipt of the arbitration demand, the OFM/LRO will discuss with the Union whether a pre-arbitration review meeting will be scheduled with the OFM/LRO Director or designee, the College's Human Resource Office representative, and the Union's representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within ten (10) days of the meeting, the Union may file a demand to arbitrate the dispute with the American Arbitration Association (AAA).

If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO Director or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within ten (10) days of receipt of this notice, the Union may file a demand to arbitrate the matter with the AAA.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;

d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he/she appears during his/her work

time. Every effort shall be made to avoid the presentation of repetitive witnesses.

The Union is responsible for paying any travel or per diem expenses for its

witnesses, the grievant and the job representative.

**X.3 Election of Remedies**

Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the claim through arbitration under this Article.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

WPEA Higher Ed

August 23, 2004, 4:45pm

Page 1 of 4

**ARTICLE \_\_**

**HOLIDAYS**

**X.1 Paid Holidays**

The following days are paid holidays for all eligible employees:

|  |                             |
|--|-----------------------------|
| New Year's Day                         | January 1                   |
| Martin Luther King Jr.'s Birthday      | Third Monday in January     |
| Presidents' Day                        | Third Monday in February    |
| Memorial Day                           | Last Monday in May          |
| Independence Day                       | July 4                      |
| Labor Day                              | First Monday in September   |
| Veteran's Day                          | November 11                 |
| Thanksgiving Day                       | Fourth Thursday in November |
| The day immediately after Thanksgiving |                             |
| Christmas Day                          | December 25                 |
| Personal Holiday                       |                             |

**X.2 Observance of Holidays**

The Board of Trustees for each institution of higher education may establish calendars that observe holidays on dates other than those listed above.

**X.3 Holiday Rules**

The following rules apply to all holidays except the personal holiday:

A. Employees will be paid at a straight-time rate even though they do not work.

B. In addition to section A above, employees will be paid for the hours actually worked on a holiday at the overtime rate.

## **Tentative Agreement**

WPEA Higher Ed

August 23, 2004, 4:45pm

Page 2 of 4

- 1 C. Permanent and probationary employees working twelve-month schedules or cyclic  
2 year position employees who work full monthly schedules throughout their work year  
3 will receive holiday pay if they were in pay status on the work day preceding the  
4 holiday.
- 5  
6 D. Cyclic year position employees scheduled to work less than full monthly schedules  
7 qualify for holiday compensation if they work or are in pay status on their last  
8 regularly scheduled working day preceding the holiday(s) in that month. Cyclic year  
9 employees will be entitled to the number of paid hours on a holiday in an amount  
10 proportionate to full-time employment.
- 11  
12 E. Permanent and probationary employees will receive pay equivalent to the employee's  
13 work shift on the holiday.
- 14  
15 F. For operational convenience or necessity, the Employer, with prior notice, may switch  
16 groups of employees from an alternate work schedule to a regular work schedule  
17 during the week of a holiday.
- 18  
19 G. When a holiday falls on the employee's scheduled work day, that day will be  
20 considered the holiday;
- 21  
22 H. When a holiday falls on the employee's scheduled day off, he or she shall receive an  
23 alternate day off.
- 24  
25 I. When a holiday falls on a Saturday, the Friday before will be the holiday. When a  
26 holiday falls on a Sunday, the following Monday will be the holiday.
- 27  
28 J. The holiday for night shift employees whose schedule begins on one calendar day and  
29 ends on the next calendar day will be determined by the institution. It will start either  
30 at:
- 31 1. The beginning of the scheduled night shift that begins on the holiday, or  
32  
33 2. The beginning of the shift that precedes the calendar holiday.

## **Tentative Agreement**

WPEA Higher Ed

August 23, 2004, 4:45pm

Page 3 of 4

### **X.4 Personal Holidays**

An employee may choose one workday as a personal holiday during each calendar year if the employee has been continuously employed by the institution for more than four (4) months.

A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

B. The institution will release the employee from work on the day selected as the personal holiday if:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

2. The number of employees choosing a specific day off allows an institution to continue its work efficiently and not incur overtime.

C. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take his or her personal holiday has been denied or canceled. The employee will attempt to reschedule his or her personal holiday during the balance of the calendar year. If he or she is unable to reschedule the day, it will be carried over to the next calendar year.

D. Institutions may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.

E. Personal holidays are pro-rated for less than full time employees.

F. The pay for a full-time employee's personal holiday is eight (8) hours.

**Tentative Agreement**

WPEA Higher Ed

August 23, 2004, 4:45pm

Page 4 of 4

G. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 1.16.050 and WAC 357-XX-XXX. Any remaining portions of a day must be taken as one (1) absence.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**HOURS OF WORK**

**X.1 General**

A. The workweek for employees shall begin at 12:01 a.m. Sunday and shall conclude at 12:00 midnight Saturday.

B. Full-time employees: Employees who are scheduled to work an average of forty (40) hours per workweek.

C. Part-time employees: Employees who are scheduled to work an average of less than forty (40) hours per week.

D. Workday: One of seven (7) consecutive, twenty-four (24) hours periods in a workweek.

E. Work Schedules: Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

F. Work Shift: The hours an employee is scheduled to work each workday in a workweek.

**X.3 Position Designation**

Each position will be designated as either overtime eligible or overtime exempt. Overtime eligible and overtime exempt employees will be informed of their status as such at the time of appointment.

**X.4 Overtime Eligible Positions--Schedules**

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer.

B. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state



## **Tentative Agreement**

WPEA Higher Ed-

08/24/04 4:30pm

Page 2 of 5

requirements. Prior to assigning employees to alternate work schedules, the Employer shall seek volunteers with the necessary skills and abilities who are qualified to perform such assignments. If more than one volunteer has the necessary skills and abilities and is qualified to perform such assignments, seniority will be the determining factor in making the assignment

### **C. Temporary Schedule Changes**

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive three (3) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice

### **D. Permanent Schedule Changes**

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive fourteen (14) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice.

### **E. Emergency Schedule Changes**

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies or unforeseen operational needs. Employees affected by emergency schedule changes shall be allowed de minimis time to make necessary arrangements.

### **F. Employee-Requested Schedule Changes**

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

## **X.4 Overtime-Eligible Unpaid Meal Periods**

Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will

## **Tentative Agreement**

WPEA Higher Ed-

08/24/04 4:30pm

Page 3 of 5

be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the employer's work requirements and the employees wishes. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

### **X.5 Overtime-Eligible Unpaid Meal Periods Outside of the Normal Work Day**

The Employer and the Union agree that employees working three or more hours longer than a normal work day will be allowed at least one thirty (30) minute meal period.

### **X.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

### **X.7 Overtime-Eligible Rest Periods**

Employees will be allowed rest periods of fifteen (15) minutes for each one (1) half shift of four (4) or more hours worked at or near the middle of each one (1) half shift of four (4) or more hours, taking into account the employer's work requirements and the employees wishes. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

**Tentative Agreement**

WPEA Higher Ed-

08/24/04 4:30pm

Page 4 of 5

**X.8 Overtime-Exempt Employees**

Overtime-exempt employees are not covered by federal or state overtime laws.

Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the institution for which they work. The Employer's policy for all overtime-exempt employees is as follows:

A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.

B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The salary paid to overtime-exempt employees is full compensation for all hours worked.

D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.

E. Appointing authorities may approve overtime-exempt employee absences with pay for extraordinary and excessive hours worked, without charging leave.

F. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.

**Tentative Agreement**

WPEA Higher Ed-

08/24/04 4:30pm

Page 5 of 5

G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

## **Tentative Agreement**

WPEA Higher Ed

August 24, 2004

Page 1 of 2

### **ARTICLE \_\_\_\_**

#### **LABOR/MANAGEMENT COMMUNICATION COMMITTEE**

##### **X.1 Purpose**

The purpose of the committee(s) is to provide communication between the parties and to promote constructive labor-management relations.

##### **X.2 Committees**

The committee(s) will meet, discuss, exchange, and consider information of a group nature and general interest to both parties:

###### **A. Composition**

Committees will consist of up to three (3) employer representatives and up to three (3) employee representatives. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

###### **B. Participation**

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees.
2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

## **Tentative Agreement**

WPEA Higher Ed

August 24, 2004

Page 2 of 2

### **C. Meetings**

Meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records.

For the Employer:

For the Union:

\_\_\_\_\_  
Caroline Lacey  
Chief Negotiator

\_\_\_\_\_  
Leslie Liddle  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**LAYOFF AND RECALL**

**X.1** The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

When it is determined that layoffs will occur within a layoff unit, the Employer will provide the Union with:

- A. As much advance notice as possible, but not less than thirty (30) days notice;
- B. Opportunity to meet with affected employees prior to the implementation of the layoff; and
- C. An invitation to meet under the provisions of the Labor/Management Communication Committee article of this contract.

**X.2 Basis for Layoff**

The reasons for layoff include, but are not limited to, the following:

- A. Lack of funds;
- B. Lack of work; or
- C. Organizational change.

Examples of layoff actions due to lack of work may include, but are not limited to:

- A. Termination of a project or special employment;
- B. Availability of fewer positions than there are employees entitled to such positions;
- C. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary range maximum; or
- D. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

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**X.3 Voluntary Layoff, Leave of Absence or Reduction in Hours**

The Employer may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an institution on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status.

**X.4 Probationary Employees**

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees. Probationary employees will be separated from employment before permanent employees.

**X.5 Layoff Units**

- A. A layoff unit is defined as the entity or administrative/organizational unit within each institution used for determining the available options for employees who are being laid off.
- B. The layoff unit(s) for each institution covered by this Agreement are described in Appendix B.

**X.6 Options within the Layoff Unit**

- A. Employees will be laid off in accordance with seniority, as defined in Article X, Seniority, and the skills and abilities of the employee. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. Employees being laid off will be provided one option within the layoff unit:



## **Tentative Agreement**

9/17/04; 5 pm

Page 3 of 6

1

2

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.

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2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.

8

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3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

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4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

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B. The option will be determined, as specified above, in descending order of salary range and one progressively lower level at a time.

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### **X.7 Institution-wide Options**

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In addition to the option offered in X.6 above, employees being laid off will be offered up to three funded vacant positions within their district provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off. The Employer will determine if the employee possesses the required skills and abilities for the position.

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### **X.8 Notification to Permanent Employees**

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A. Permanent employees will receive written notice at least twenty-one (21) calendar days before the effective layoff date. The notice will include (a) the basis for the layoff; (b) the employee's layoff options; (c) the specific

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**Tentative Agreement**

9/17/04; 5 pm

Page 4 of 6

1                   layoff lists for which the employee is entitled to placement; (d) the date by  
2                   when an employee must select a layoff option; and (e) the process,  
3                   including timelines, by which the employee is entitled to challenge the  
4                   layoff.. The Union will be provided with a copy of the notice.

5  
6                   B. If the Employer chooses to implement a layoff action without providing  
7                   twenty-one (21) calendar days notice, the employee will be paid his or her  
8                   salary for the days that he or she would have worked had full notice been  
9                   given.

10  
11                  C. Employees will be provided ten (10) calendar days to accept or decline, in  
12                  writing, any option provided to them. This time period will run concurrent  
13                  with the twenty-one (21) calendar days' notice of layoff provided by the  
14                  Employer to the employee.

15  
16                  D. Days are calendar days, and will be counted by excluding the first day and  
17                  including the last day of timelines. When the last day falls on a Saturday,  
18                  Sunday or holiday, the last day will be the next day which is not a  
19                  Saturday, Sunday or holiday.

20  
21    X.9    **Salary**

22           Employees appointed to a position as a result of a layoff action will have their  
23           salary determined as follows:

24           A. Current Salary Level

25                   An employee who accepts another position with their current salary range  
26                   will retain his or her current salary.

27  
28           B. Lower Salary Level

29                   An employee who accepts a position with a lower salary range will be  
30                   paid an amount equal to his or her current salary.

**C. Appointment from a Layoff List**

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any cost of living adjustments that occurred during the time they were laid off.
2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

**X.10 Transition Review Period**

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status or has been appointed into a new position from a layoff list.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired.

Separation during the transition review period will not be subject to the grievance procedure in Article X.

**X.11 Recall**

- A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their name placed on the register for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the layoff list(s) for other job classifications in which they have held permanent status. An employee's name will remain on layoff lists for two (2) years from the effective date of his or her layoff.
- B. When a vacancy occurs within an institution and where there are names on a layoff list, the Employer will consider all of the laid-off employees, and the internal candidates who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a comparable position and refuses the offer will have his or her name removed from the appropriate lay off list(s).

**X.12 Project Employment**

- A. Permanent project employees have layoff rights. Formal options will be determined using the procedure outline in Section X.8 and Section X.9, above.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the institution in which they held permanent status to the job classification they held immediately prior to accepting project employment.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**APPENDIX B**

**WPEA HIGHER ED-LAYOFF UNITS**

**College**

**Layoff Units**

Bellevue

1. Project Employment
2. All Other Classified Employees

Cascadia Community College

1. Project Employment
2. All Other Classified Employees

Clark College

1. Classified Employees in Special Programs
2. Classified employees in the Northwest  
Athletic Association of Community Colleges

3. Project Employment
4. All Other Classified Employees

Columbia Basin College

1. Project Employment
2. All non-supervisory classified staff

Edmonds Community College

1. Head Start Employees
2. Project Employment
3. All Other Classified Employees including Corrections  
Employees

Grays Harbor College

1. Project Employment
2. Satellite Campuses
3. All Other Classified Employees

Highline Community College

1. The Center for Learning Connections
2. The Community Access/Supported Employment

|    |                               |  |
|----|-------------------------------|--|
| 1  |                               | Programs   |
| 2  |                               |  |
| 3  |                               | 3. Project Employment                                    |
| 4  |                               |  |
| 5  |                               | 4. All Other Classified Employees                        |
| 6  |                               |  |
| 7  |                               |  |
| 8  | Lower Columbia College        | Classified Staff (pending appeal)                        |
| 9  |                               |  |
| 10 |                               | 1. Project Employment                                    |
| 11 |                               |  |
| 12 |                               | 2. Head Start/ECEAP                                      |
| 13 |                               |  |
| 14 |                               | 3. All Other Classified Staff                            |
| 15 |                               |  |
| 16 | Olympic College               | 1. Project Employment                                    |
| 17 |                               |  |
| 18 |                               | 2. All Other Classified Employees                        |
| 19 |                               |  |
| 20 | Pierce College                | 1. Pierce County   |
| 21 |                               | Careers Connection                                       |
| 22 |                               |  |
| 23 |                               | 2. Correction Programs                                   |
| 24 |                               |  |
| 25 |                               | 3. Project Employment                                    |
| 26 |                               |  |
| 27 |                               | 4. All Other Classified Employees, including Corrections |
| 28 |                               | Programs   |
| 29 |                               |  |
| 30 |                               |  |
| 31 | Skagit Valley College         | 1. Project Employment                                    |
| 32 |                               |  |
| 33 |                               | 2. Head Start/ECEAP                                      |
| 34 |                               |  |
| 35 |                               | 3. All Other Classified Employees                        |
| 36 |                               |  |
| 37 | Tacoma Community College      | 1. Gig Harbor Campus Employees                           |
| 38 |                               |  |
| 39 |                               | 2. Project Employment                                    |
| 40 |                               |  |
| 41 |                               | 3. All Other Classified Positions, including Gig Harbor  |
| 42 |                               | Campus Custodians  |
| 43 |                               |  |
| 44 | Walla Walla Community College | 1. Education Program Employees at                        |
| 45 |                               | the Washington State Penitentiary in Walla Walla         |
| 46 |                               |  |

2. Clarkston Center Employees
  3. Coyote Ridge Corrections Center Employees
  4. All Other Classified Employees
1. Project Employment
  2. All Other Classified Employees

Wenatchee Valley College

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle

Date

\_\_\_\_\_  
Caroline Lacey

Date

Chief Negotiator

Chief Negotiator

**Tentative Agreement**

WPEA Higher Ed

8/23/04, 4:50pm

Page 1 of 3

**ARTICLE \_\_\_\_\_**

**LEAVE WITHOUT PAY**

X.1 Leave without pay will be granted for the following reasons:

- A. Family and medical leave (Article X)
- B. Compensable work-related injury or illness leave (Article X)
- C. Military leave
- D. Cyclic employment

X.2 Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child or elder care emergencies
- C. Governmental service leave
- D. Citizen volunteer or community service leave
- E. Conditions applicable for leave with pay
- F. Union Activities (Article X)
- G. As otherwise provided for in this Agreement

**X.3 Limitations**

Leave without pay will be limited to twelve (12) months in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness leave,
- B. Educational leave,
- C. Governmental service leave,
- D. Military leave,
- E. Cyclic employment leave,
- F. Leave for serious health condition taken under the provisions of the Family and Medical Leave article,
- G. Leave taken voluntarily to reduce the effect of a layoff,
- H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability, or



## **Tentative Agreement**

WPEA Higher Ed

8/23/04, 4:50pm

Page 2 of 3

I. Leave to participate in Union activities.

Leave of absence without pay may be extended for an additional twelve months upon signed request of the employee and signed approval of the appointing authority.

### **X.4 Returning Employee Rights**

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

### **X.5 Military Leave**

In addition to fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

### **X.6 Educational Leave**

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

### **X.7 Child or Elder Care Emergencies**

Leave without pay, compensatory time or paid leave, may be granted for child or elder care emergencies.

### **X.8 Cyclic Employment Leave**

Leave without pay will be granted to cyclic employees during their off-season.

### **X.9 Government Service Leave**

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

**Tentative Agreement**

WPEA Higher Ed

8/23/04, 4:50pm

Page 3 of 3

**X.10 Citizen Volunteer or Community Service Leave**

Leave without pay may be granted for community volunteerism or service.

**X.11** Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle

Date

\_\_\_\_\_  
Caroline Lacey

Date

Chief Negotiator

Chief Negotiator

**Tentative Agreement**

9/21/2004 4:22 PM

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**LEGAL DEFENSE**

If bargaining unit employees become defendants in civil liability suits arising out of actions taken or not taken in the course of their employment for the state, they have the right to request representation and indemnification through their agency according to RCW 4.92.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

9/17/04 2:30 pm

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**LICENSING AND CERTIFICATION**

X.1 The Employer will continue its current practices related to licensure and certification.

X.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification.

Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

X.3 Employees will notify their appointing authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle

\_\_\_\_\_  
Date

Chief Negotiator

\_\_\_\_\_  
Caroline Lacey

\_\_\_\_\_  
Date

Chief Negotiator

ARTICLE \_\_\_\_\_

**MANAGEMENT RIGHTS**

X.1 The Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the Employer's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its institutions during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

J. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;

K. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;

L. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;

M. Determine, prioritize and assign work to be performed;

N. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

O. Determine training needs, methods of training, and employees to be trained;

P. Determine the reasons for and methods by which employees will be laid-off; and

Q. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.

X.2 The Employer agrees that the exercise of the above rights shall be consistent with the provisions of this Agreement.

**WPEA Higher Ed**  
**Memorandum of Agreement**

In addition to all other articles tentatively agreed to, the parties accept the following as tentative agreements:

1. **Sick Leave:** The Employer's offer on 9/17/04
2. **Vacation Leave:** The Employer's offer on 8/24/04.
3. **Licensing:** The Employer's offer on 9/17/04.
4. **Entire Agreement:** The Employer's offer on 9/17/04.
5. **Management Rights:** The Employer's package on 9/17/04 which included a Management Rights article and the withdrawal of the Employer's Contracting article and the Union's Bargaining Unit Work article.
6. **Layoff Article:** The Employer's offer on 9/17/04.
7. **Layoff Appendix:** The Employer's offer on 9/17/04 modified as follows: The Edmonds Correctional employees will be included in the ECC main campus unit, the Pierce Correctional employees will be included in the PCC main campus unit, and the Gig Harbor custodian(s) will be included in the TCC main campus layoff unit.
8. **Compensation:** The Employer's offer on 9/17/04.
9. **Union Security:** The Employer's offer on 9/17/04.
10. **Overtime:** The Employer's offer on 9/17/04.
11. **Hours of Work:** The Employer's offer on 8/24/04.
12. **Union Activities:** The Union's offer on 9/17/04 modified beginning on line 28 as follows: "... written list of current job representatives and their campus jurisdiction."
13. **Strikes:** The Union's offer on 9/17/04.

All other articles raised by the parties are withdrawn.

Additionally, the Union agrees that ratification votes will be taken by institution, and that all bargaining unit employees will be allowed the opportunity to vote.

For the Union:

For the Employer:

---

Leslie Liddle/Date

---

Caroline Lacey/Date



## **Tentative Agreement**

August 24, 2004

Page 1 of 5

### **ARTICLE \_\_\_\_\_**

#### **MISCELLANEOUS LEAVE**

**X. 1 Bereavement Leave.** Up to three (3) days of paid bereavement leave shall be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined mother, father, sister, brother, mother-in-law, father-in-law, husband, wife, grandparent, grandchild, son, daughter, stepchild, a child in the custody of and residing in the home of an employee.

**X. 2 Family Care Leave.** In accordance with the Washington State Family Care Act, employees may use sick leave, compensatory time, vacation, personal holiday, and/or leave without pay to care for a child of the employee with a health condition; or a spouse, parent, parent-in-law, or grandparent who has a serious health condition. Use of such leave must be in accordance with the terms of this Agreement.

**X. 3 Military Leave.** Employees shall be entitled to military leave with pay not to exceed fifteen working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

A. Such leave shall be in addition to any vacation and sick leave to which an employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges or pay.

B. During military leave, the employee shall receive the normal base pay.

## **Tentative Agreement**

August 24, 2004

Page 2 of 5

- 1           C.     Employees required to appear during working hours for a physical examination to  
2                   determine physical fitness for military service shall receive full pay for the time  
3                   required to complete the examination.

4  
5     **X. 4   Parental Leave.** Parental leave shall be granted to a permanent employee because of the  
6     birth of a child of the employee and in order to provide care, or because of the placement of a  
7     child with the employee for adoption or foster care.

- 8           A.     Parental leave shall not total more than six (6) months, and shall run concurrently  
9                   with leave granted under Article X – Family and Medical Leave.

- 10          B.     Requests for parental leave that exceed the provisions of Article X – Family and  
11                   Medical Leave may be denied on the basis of operational necessity.

- 12          C.     Parental leave must be taken during the first year following the child's birth or  
13                   placement of the child with the employee for adoption or foster care.

- 14          D.     The employee shall submit a written request for parental leave to the Employer  
15                   and must receive the approval prior to taking parental leave. The employee shall  
16                   provide not less than thirty days' notice, except that if the child's birth or  
17                   placement requires leave to begin in less than thirty days, the employee shall  
18                   provide notice as is practicable.

- 19          E.     The Employer may require employees to exhaust all paid leave prior to using any  
20                   leave without pay for parental leave, except that the employee shall be allowed to  
21                   use eight hours per month of accrued paid leave during each month of parental  
22                   leave to provide for continuation of benefits as provided by the public employees'  
23                   benefits board. The employer shall designate on which day of each month the  
24                   eight hours paid leave will be used.

## **Tentative Agreement**

August 24, 2004

Page 3 of 5

**X. 5 Temporary Disability leave.** Temporary disability leave shall be granted to a permanent employee who is precluded from performing his/her job duties because of a disability (including those related to pregnancy or childbirth). Temporary disability leave includes a serious health condition of the employee as provided in Article X – Family and Medical Leave.

A. Temporary disability leave shall not total more than twelve (12) months, and shall run concurrently with leave granted under Article X – Family and Medical Leave.

B. The temporary disability and recovery period shall be as defined and certified by the employee's licensed health care provider. The employee shall provide, in a timely manner, a copy of such certification to the employer.

C. The Employer may require employees to exhaust all paid leave prior to using any leave without pay for temporary disability leave, except that the employee shall be allowed to use eight hours per month of accrued paid leave during each month of temporary disability leave to provide for continuation of benefits as provided by the public employees' benefits board. The employer shall designate on which day of each month the eight hours paid leave will be used.

**X. 6 Civil duty leave.** Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses, or to exercise other subpoenaed civil duties. Employees will be allowed to retain any compensation paid to them for their jury duty service. Employees shall reimburse the Employer for compensation received for all other civil duty, exclusive of expenses incurred.

### **X.7 Personal Leave**

A. An employee may choose one workday as a personal leave day during the life of this Agreement, if the employee has been continuously employed by the institution for more than four (4) months.

## **Tentative Agreement**

August 24, 2004

Page 4 of 5

B. The institution will release the employee from work on the day selected for personal leave if:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

2. The number of employees choosing a specific day off allows an institution to continue its work efficiently and not incur overtime.

C. Personal leave may not be carried over.

D. Personal leave is pro-rated for less than full-time employees.

E. The pay for a full-time employee's personal leave day is eight (8) hours.

F. Personal leave may be used to care for family members as required by the Family Care Act, Chapter 296-130 WAC.

This provision will expire with the expiration of the 2005-2007 Agreement.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

**WPEA Higher Ed**

August 6, 2004

Page 1 of 1

**ARTICLE \_\_\_\_**

**NON-DISCRIMINATION**

Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or the presence of any sensory, mental or physical disability is prohibited, and no unlawful harassment will be tolerated.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle

Date

Chief Negotiator

\_\_\_\_\_  
Caroline Lacey

Date

Chief Negotiator

**Tentative Agreement**

September 17, 2004

Page 1 of 3

**ARTICLE \_\_\_\_\_**

**OVERTIME**

**X.1 Definitions**

A. Overtime: Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per workweek.

B. Overtime Rate: In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work: For overtime purposes work is the time actually spent performing the duties assigned in addition to time during which an employee is excused from work for holidays, sick leave, vacations or compensatory time.

D. Work does **not** include:

1. Shared leave.
2. Leave without pay.
3. Additional compensation for time worked on a holiday.
4. Time compensated as standby, call back, or any other penalty pay.

**X.2 Overtime-Eligibility and Compensation**

Employees are eligible for overtime compensation under the following circumstances:

Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

**X.3. General Provisions**

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime

## **Tentative Agreement**

September 17, 2004

Page 2 of 3

requirements on a voluntary basis with qualified employees who are currently working.

In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.

- B. If an employee was not offered overtime for which he or she was qualified, the employee will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances shall an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

### **X.4 Compensatory Time for Overtime-Eligible Employees**

#### **A. Compensatory Time Eligibility**

Compensatory time off may be earned in lieu of cash only when an agency and the employee agree. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

#### **B. Maximum Compensatory Time**

Employees may accumulate no more than one hundred sixty (160) hours of compensatory time.

#### **C. Compensatory Time Use**

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article X, Vacation Leave. The Employer may schedule an employee to use his or her compensatory time with seven (7) calendar days' notice.

#### **D. Compensatory Time Cash Out**

All compensatory time must be used by June 30<sup>th</sup> of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor shall contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30<sup>th</sup> or when the employee:

1. Leaves state service for any reason,

**Tentative Agreement**

September 17, 2004

Page 3 of 3

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2. Transfers to a position in their agency with different funding sources, or
3. Transfers to another state agency.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
**LESLIE LIDDLE**                      **DATE**  
**CHIEF NEGOTIATOR**

\_\_\_\_\_  
**CAROLINE LACEY**                      **DATE**  
**CHIEF NEGOTIATOR**



ARTICLE \_\_\_\_\_

PARKING

The Employer agrees not to make any changes to current parking conditions for the term of this Agreement unless it first meets its collective bargaining obligation. Additionally, the Employer agrees to offer low-cost alternative transportation where appropriate and feasible.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_**

**PERFORMANCE EVALUATION**

**X.1 Objective**

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and assess and review their performance with regard to those goals. Supervisors can then provide support to employees in their professional development, so that skills and abilities can be aligned with college mission and goals and the employer's job requirements.

**X.2 Evaluation Process**

A. Employee work performance will be evaluated during probationary, trial service and transition periods and annually thereafter, at a time that allows for adequate application of the process. Supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive copies of their performance expectations as well as notification of any modifications made during the review period.

B. The employer will use the Performance and Development Plan developed by the Washington State Department of Personnel. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

C. The performance evaluation process is subject to the grievance procedure in Article X up to Step 3.

**X.3 PDP Training**

Training will be provided to managers and supervisors prior to implementing the PDP.

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**ARTICLE \_\_\_\_\_**  
**PERFORMANCE EVALUATION**

|                  |      |                   |      |
|------------------|------|-------------------|------|
| For the Union:   |      | For the Employer: |      |
|                  |      |                   |      |
| _____            |      | _____             |      |
| Leslie Liddle    | Date | Caroline Lacey    | Date |
| Chief Negotiator |      | Chief Negotiator  |      |

ARTICLE \_\_\_\_\_

PERSONNEL FILES

X.1 The Employer will maintain an official personnel for each employee, showing a record of employment and such other information required for business and legal purposes. The Employer will determine the location of personnel file.

X.2 Health and medical information obtained by the Employer will be maintained in a separate, confidential file. Employer will not require employees to provide information about the health or medical conditions of the employee or the employee's family unless such information is related to the performance of duties within the scope of employment, fitness to hold the employees position or the providing of benefits requested by the employee.

X.3 An employee and/or his or her representative may arrange to examine the employee's personnel file at reasonable times upon reasonable notice. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

X.4 Employees will be provided a copy of all adverse material placed in the official personnel file at the time it is placed in the file. The employee or his or her representative may not remove any contents from the file; however, an employee may provide a written rebuttal or refuting documentation to any information in the file that he or she considers objectionable.

X.5 Information in the personnel files will be retained only as long as it have a reasonable bearing on the employee's job performance or upon the efficient and effective management of the District. Adverse material related to alleged employee misconduct that is determined to be false, and all information related

1 to incidents of which the employee has been fully exonerated of wrong doing,  
2 will be promptly removed from the personnel file.

3

4 X.6 When documents in an employee's personnel file are the subject of public  
5 disclosure request, the Employer will provide the employee with a copy of the  
6 request at least seven (7) calendar days in advance of the intended release date.

7

8 X.7 The Employer will not release personal information about an employee except  
9 as is necessary, or as the law requires.

10

11 X.8 Supervisors may keep working files of documentation relevant to employee  
12 performance. Such documentation will be kept in the working file no more than the  
13 current evaluation period unless related to issues of an ongoing nature. Supervisors  
14 who keep employee working files will maintain them in a manner that protects  
15 against unauthorized access or casual observation. Employee may view these files per  
16 X.3 above, but may not append refutations nor rebuttals to the file.

17

18 For the Union:

For the Employer:

19

20

21 Leslie Liddle Date

Caroline Lacey Date

22 Chief Negotiator

Chief Negotiator

23

**ARTICLE \_\_\_\_\_**

**PREAMBLE**

This agreement is entered into by the State of Washington, referred to as the “State”, on behalf of each separate Community College District, referred to as the “Employer”, and the Washington Public Employees Association/UFCW 365, referred to as the “Union”. The Union is the exclusive bargaining representative for all bargaining units certified by the Public Employment Relations Commission.

For descriptive purposes only, a list of the bargaining units currently certified to the Union is listed in Appendix A.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

**WPEA Higher Ed**

7/18/04

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**PRINTING OF AGREEMENT**

The Employer will make this agreement available on the appropriate Employer websites and provide a copy to the union in electronic format. Each party will be responsible for the printing of the Agreement for their constituents.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

## **Tentative Agreement**

August 23, 2004 6:00 pm

Page 1 of 2

### **ARTICLE \_\_\_\_**

#### **REASONABLE ACCOMMODATION AND DISABILITY SEPARATION**

- X.1 The Employer and the Union will comply with all relevant federal and state laws, and regulations providing reasonable accommodations to qualified individuals with disabilities.
- X.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.
- X.3 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.
- X.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.
- X.5 An employee with permanent status may be separated from service when the employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The Employer can require an employee to obtain an independent medical examination at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.



## **Tentative Agreement**

August 23, 2004 6:00 pm

Page 2 of 2

X.6 When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position for which they qualify, or the employee requests separation due to disability, the Employer may separate the employee in accordance with WAC 357-46-160 through 170. An employee who has been separated due to disability may appeal the separation as provided in WAC 357-52.

X.7 The Employer will inform the employee in writing of the option to apply to return to employment prior to his or her separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

9/22/2004; 2:00 PM

Page 1 of 2

**ARTICLE \_\_\_\_\_**

**RELOCATION/USE OF VEHICLES**

X.1 The employer may pay moving expenses for employees affected by employer initiated actions in accordance with the Office of Financial Management Financial and Administrative Policies, Regulations and Procedures Manual, Part 4, Chapter 2, Section 4.2.4.

X.2 Employees are responsible for providing their own transportation between their home and duty station or field site. However the Employer may authorize an employee who resides within a reasonable commuting distance of the employee's duty station or field site to take a personally assigned vehicle home, in accordance with the Office of Financial Management Financial and Administrative Policies, Regulations and Procedures Manual, Part 4, Chapter 2, Section 4.2.5.

X.3 Travel time will be considered time worked when it is required by the Employer during normal work hours from one work site to another; or it occurs prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time; or the employee is authorized or required to travel away from home overnight and the travel occurs during normal working hours or during corresponding hours on nonworking days.

X.4 Travel time will not be considered time worked when the employee is commuting between the employee's home and his or her office, duty station, or field site; or when traveling away from home overnight outside of regular working hours or outside of corresponding hours on non-working days when the employee is traveling on an airplane, train, boat, or automobile.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caroline Lacey  
Chief Negotiator

\_\_\_\_\_  
Date

TA

August 23, 2004 3:30pm

Page 1 of 1

ARTICLE \_\_\_\_\_

**SAFETY AND HEALTH**

X.1 The Employer, Employee and Union have a significant shared responsibility for workplace safety.

A. The Employer will abide by safety standards in accordance with applicable state and federal law.

B. Employees will comply with applicable safety practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).

C. The Union will work cooperatively with the Employer on safety-related matters and encourage employees to work in a safe manner.

X.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which the employees will wear and/or use. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

X.3 Each Employer will form joint safety committees in accordance with WISHA requirements at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with WAC 296-800-13020. Committee Recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

**Tentative Agreement**

WPEA Higher Ed

8/19/04

Page 1 of 2

**ARTICLE \_\_\_\_\_**

**SENIORITY**

**X.1 Definition**

A. Seniority for employees will be defined as the employee's length of classified service counted as the number of hours in paid status. All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:

1. Military leave,
2. Compensable work-related injury or illness leave,
3. Government service leave, and/or
4. Reducing the effects of layoff.

B. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

**X.2 Ties**

If two (2) or more employees have the same seniority, ties will be broken in the following order:

1. Longest continuous time within their current job classification;
2. Longest continuous time with the institution; and
3. By lot.

**X.3 Seniority List**

The Employer will prepare and post a seniority list annually. The list will contain each employee's name, job classification and the total amount of seniority. A copy of the seniority list will be provided to the Union at the time of posting.

For the Employer:

For the Union:

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Caroline Lacey  
Chief Negotiator

---

Leslie Liddle  
Chief Negotiator

## **Tentative Agreement**

WPEA Higher Ed

8/04/04 2:45 p.m.

Page 1 of 6

### **ARTICLE \_\_\_\_\_**

#### **SHARED LEAVE**

##### **X 1. Shared leave.**

The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the state of providing leave, to come to the aid of another state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. For purposes of the leave sharing program, the following definitions apply:

A. "Employee's relative" normally shall be limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.

B. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term shall include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

C. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

## **Tentative Agreement**

WPEA Higher Ed

8/04/04 2:45 p.m.

Page 2 of 6

D. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

### **X 2. Shared leave receipt.**

An employee may be eligible to receive shared leave if the Employer has determined the employee meets the following criteria:

#### **A.**

1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
2. The employee has been called to service in the uniformed services.

B. The illness, injury, impairment, condition, or call to service has caused, or is likely to cause, the employee to:

1. Go on leave without pay status; or
2. Terminate state employment.

C. The employee's absence and the use of shared leave are justified.

D. The employee has depleted or will shortly deplete his or her:

1. Vacation and sick leave reserves if the employee qualifies under subsection (A)(1) of this section; or

## **Tentative Agreement**

WPEA Higher Ed

8/04/04 2:45 p.m.

Page 3 of 6

2. Vacation and paid military leave allowed under RCW 38.40.060 if the employee qualifies under subsection (1)(b) of this section.

E. The employee has abided by institution/agency rules regarding:

1. Sick leave use if the employee qualifies under subsection (1)(a) of this section; or

2. Military leave if the employee qualifies under subsection (1)(b) of this section.

F. The employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW if the employee qualifies under subsection (1)(a) of this section.

### **X 3. Shared leave use.**

A. The Employer shall determine the amount of leave, if any, which an employee may receive. However, an employee shall not receive more than two hundred sixty-one days of shared leave.

B. The Employer shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status. The Employer shall require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence.

C. The Employer should consider other methods of accommodating the employee's needs such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.



## **Tentative Agreement**

WPEA Higher Ed

8/04/04 2:45 p.m.

Page 4 of 6

D. Leave may be transferred from employees of one district to an employee of the same district or, with the approval of the heads of both state agencies/higher education institutions, to an employee of another state agency/higher education institution.

E. Vacation, sick leave, or all or part of a personal holiday transferred from a donating employee shall be used solely for the purpose stated in this Article.

F. The receiving employee shall be paid his/her regular rate of pay; therefore, the value of one hour of shared leave may cover more or less than one hour of the recipient's salary.

### **X 4. Leave donation.**

An employee may donate vacation, sick leave, or personal holiday to another employee for purposes of the leave sharing program under the following conditions:

A. The Employer approves the employee's request to donate a specified amount of vacation to an employee authorized to receive shared leave; and

1. The full-time employee's request to donate leave will not cause his/her vacation balance to fall below eighty hours. For part-time employees, requirements for vacation balances will be prorated; and

2. Employees may not donate excess vacation that they would not be able to take due to an approaching anniversary date; and

B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave.

The employee's request to donate leave will not cause his/her sick leave balance to fall below one hundred seventy-six hours after the transfer.

## **Tentative Agreement**

WPEA Higher Ed

8/04/04 2:45 p.m.

Page 5 of 6

C. The Employer approves the employee's request to donate all or part of his or her personal holiday to an employee authorized to receive shared leave.

1. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.

2. An employee shall be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.

D. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

### **X 5 Shared leave administration.**

A. The calculation of the recipient's leave value shall be in accordance with applicable Office of Financial Management policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All compensatory time, sick leave, and vacation accrued must be used prior to using shared leave when the employee qualifies for shared leave. Accrued vacation and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under X 2 of this Article.

B. An employee on shared leave shall continue to be classified as a state employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.

C. All salary and wage payments made to employees while on leave shall be made by the agency/institution employing the person receiving the leave.

## **Tentative Agreement**

WPEA Higher Ed

8/04/04 2:45 p.m.

Page 6 of 6

D. Where employers have approved the transfer of leave by an employee of one agency/institution to an employee of another agency/institution, the agencies/institutions involved shall arrange for the transfer of funds and credit for the appropriate value of leave in accordance with office of financial management policies, regulations, and procedures.

E. Leave transferred under this section shall not be used in any calculation to determine an agency's/institution's allocation of full-time equivalent staff positions.

F. Any shared leave not used by the recipient shall be returned to the donor(s). The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned shall be prorated back based on the donor's original donation.

G. Unused shared leave may not be cashed out but shall be returned to the donors per subsection (6) of this section.

H. An employee who uses leave that is transferred under this section will not be required to repay the value of the leave that he or she used.

**X 6.** This Article is grievable only through Step 3 of the Grievance Process.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

091704 9:00 PM

Page 1 of 3

**ARTICLE \_\_\_\_\_**

**SICK LEAVE**

**X.1 Sick Leave Accrual**

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

- A. The employee must be employed for fifteen (15) calendar days or more during the month.
- B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.
- C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
- D. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

**X.2 Sick Leave Use**

Sick leave may be used for:

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the State Family Care Act, Chapter 296-130 WAC.
- C. A death of any relative that requires the employee's absence from work.  
Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.

## **Tentative Agreement**

091704 9:00 PM

Page 2 of 3

D. Childcare emergencies after the employee has exhausted all his or her accrued compensatory time. Use of sick leave for emergency childcare is limited to a maximum of three (3) days each per calendar year.

E. To care for a child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.

F. For family members' medical, dental or optical appointments when the presence of the employee is required, if arranged in advance with the Employer.

### **X.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes.

### **X.4 Restoration of Vacation Leave**

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

### **X.5 Sick Leave Reporting and Verification**

An employee must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they are absent, he or she will notify their supervisor at least two (2) hours prior to their scheduled time to report to work. The employer may require a written medical certificate for any sick leave absence explaining the nature of the illness or absence in circumstances where the employer suspects an abuse of sick leave. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

## **Tentative Agreement**

091704 9:00 PM

Page 3 of 3

### **X.6 Sick Leave Annual Cash Out**

Each January employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety six (96) hours or less of their accrued sick leave, if:

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

C. They notify their payroll office by January 31<sup>st</sup> that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

### **X.7 Sick Leave Separation Cash Out**

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her compensable sick leave balance on a one (1) hour for four (4) hour basis. For the purposes of this section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

### **X.8 Reemployment**

Former state employees who are re-employed within three (3) years of leaving state service will be granted all unused sick leave credits they had at separation.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

**Tentative Agreement**

September 17, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**STRIKES**

Nothing in this Agreement permits or grants to any employees the right to strike or refuse to perform his or her official duties.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

WPEA Higher Ed

August 24, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**SUSPENDED OPERATIONS**

X.1 If the Employer determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, the following will govern employees covered by this Agreement:

A. When prior notification has not been given, employees released until further notice after reporting to work, will suffer no loss in pay for the first day.

B. The following options will be made available to the affected employees who are not required to work for the balance of the closure:

1. Vacation leave, personal holiday; or

2. Accrued compensatory time (where applicable); or

3. Leave without pay.

C. Employees required to work during a total campus shutdown will receive one and one-half times their regular pay for work performed during the period of suspended operation. Overtime worked by overtime eligible employees during the closure will be compensated according to Article X, Overtime, of this Agreement.

X.2 The applicable options listed in Section 1.B, above, will be made available to employees who are unable to report to work due to severe inclement weather.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Little

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caroline Lacey

\_\_\_\_\_  
Date



# **Tentative Agreement**

August 24, 2004

Page 1 of 1

## **ARTICLE \_\_\_\_\_**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with current institution policies and available resources.

Union-sponsored training will be provided in accordance with Article X, Union Activities.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

WPEA Higher Ed

August 23, 2004, 4:45pm

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**UNIFORMS, TOOLS AND EQUIPMENT**

**X.1 Uniforms**

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will continue their current practices regarding the provision and maintenance of required uniforms, specialized clothing, and footwear.

**X.2 Tools and Equipment**

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for reimbursing the Employer for any provided tool or equipment damaged due to negligence or lost by the employee.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

ARTICLE \_\_\_\_\_  
UNION ACTIVITIES

**X.1 Representation**

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

**X.2 Staff representatives**

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the institution. In accordance with X.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shift.

**X.3 Job representatives**

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current job representatives and their campus jurisdiction. The Union will maintain the

list. The Employer will not recognize an employee as a job representative if his or her name does not appear on the list.

B. Job representatives will be released during their normal working hours to investigate and process grievances in accordance with Article X, Grievance Procedure. In addition, job representatives will be provided reasonable time during their normal working hours to prepare for and attend meetings scheduled by management within the representatives' office, facility or geographic jurisdiction within the bargaining unit for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article X, Discipline, and/or
2. Union Management Communication Committees and other committee meetings if such committees have been established by this Agreement.

The job representative must inform his or her supervisor to prepare for and attend a meeting. Notification will include the approximate amount of time the job representative expects the activity to take. Any agency business requiring the employee's immediate attention will be completed prior to attending the meeting. Time spent preparing for an attending meetings during the job representatives' non-work hours will not be considered as time worked. Job representatives may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

C. If the amount of time a job representative spends performing representational activities is affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

**X.4 Use of State Facilities, Resources, and Equipment**

**A. Meeting Space and Facilities**

The Employer's offices and facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space and with prior written authorization of the Employer.

**B. Supplies and Equipment**

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from institution business.

**C. E-mail, Fax Machines, the Internet, and Intranets**

The Union and its members will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another.

Employees may use state operated e-mail to request union representation.

However, job representatives may use state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

- a. Result in little or no cost to the Employer;
- b. Be brief in duration and frequency;
- c. Not interfere with the performance of their official duties;
- d. Not distract from the conduct of state business;
- e. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
- f. Not compromise the security or integrity of state information or software.

The Union and its job representatives will not use the above-referenced state equipment for Union organizing, internal Union business, advocating for or

1 against the Union in an election or any other purpose prohibited by the Executive  
2 Ethics Board. Communication that occurs over state-owned equipment is the  
3 property of the Employer and may be subject to public disclosure.  
4

#### 5 **X.5 Bulletin Boards**

6 The Employer will maintain bulletin board(s) or space on existing bulletin boards  
7 currently provided to the Union for union communication. In bargaining units  
8 where no bulletin board or space on existing bulletin boards has been provided,  
9 the Employer will supply the Union with adequate bulletin board space in  
10 convenient places. Material posted on the bulletin board will be appropriate to the  
11 workplace, politically non-partisan, in compliance with state ethic law, and  
12 identified as union literature. Union communications may not be posted in any  
13 other location on the campus.  
14

#### 15 **X.6 Time Off for Union Activities**

16 A. Union-designated employees may be allowed time off without pay to attend  
17 union-sponsored meetings, training sessions, conferences, and conventions.  
18 The employee's time off will not interfere with the operating needs of the  
19 institution as determined by management. If the absence is approved, the  
20 employees may use accumulated compensatory time, vacation or personal  
21 holiday in accordance with Article X, Holidays, instead of leave without pay.  
22 However, employees must use compensatory time prior to their use of  
23 vacation leave, unless the use would result in the loss of their vacation leave.  
24

25 C. The Union will give the Employer a written list of the names of the employees  
26 it is requesting attend the above-listed activities, at least fourteen (14) calendar  
27 days prior to the activity.  
28

#### 29 **X.7 Temporary Employment With the Union**

30 With thirty (30) calendar days notice, unless agreed otherwise, employees may be  
31 granted leave without pay to accept temporary employment with the Union of a

1           specified duration, not to exceed six (6) months, provided the employee's time off  
2           will not interfere with the operating needs of the agency. The parties may agree  
3           to an extension of leave without pay up to an additional six (6) months. The  
4           returning employee will be employed in a position in the same job classification  
5           and the same geographical area, as determined by the Employer.

6

7

# **Tentative Agreement**

September 17, 2004

Page 1 of 3

## **ARTICLE \_\_\_\_\_**

### **UNION SECURITY**

#### **X.1 Union Dues**

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

#### **X.2 Notification to Employees**

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

#### **X.3 Union Security**

All employees covered by this Agreement, will as a condition of employment either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30<sup>th</sup> day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

A. Employees who choose not to become union members must pay to the Union, no later than the 30<sup>th</sup> day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, shall make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such



## **Tentative Agreement**

September 17, 2004

Page 2 of 3

employees will not be members of the Union, but are entitled to all of the representational rights of union members.

C. The Union shall establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.

D. If an employee fails to meet the agency shop provision outlined above, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

**X.4** The Employer agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee from the salary of employees who request such deduction in writing. Such request will be made on a Union payroll deduction authorization card.

### **X.5 Dues Cancellation**

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to X.3, above.

### **X.6 Status Reports**

A. Each month the Employer will provide the Union a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:

1. name
2. mailing address
3. agency code
4. work location
5. classification code
6. bargaining unit code

**Tentative Agreement**

September 17, 2004

Page 3 of 3

B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

C. The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

**X.7 Indemnification**

The Employer shall be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**Tentative Agreement**

WPEA Higher Ed

August 24, 2004, 3:45pm

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**USE OF ELECTRONIC DEVICES AND EQUIPMENT**

X.1 Equipment provided by the Employer for the purpose of conducting business is to be used primarily for such purposes.

X.2 *De minimus* personal use of electronic office equipment is permitted, provided that such use does not interfere with business operations or job performance.

X.3 The Employer will reimburse employees for college required long distance telephone calls. However, business calls should be made on state telephones during working hours.

X.4 Employees may make use of their personal electronic devices during work time, provided that such use does not interfere with business operations or job performance.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

# **Tentative Agreement**

September 17, 2004 9:00 pm

Page 1 of 4

## **ARTICLE \_\_\_\_\_**

### **VACATION LEAVE**

X.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

#### **X.2 Vacation Leave Credits**

After six (6) months of continuous state employment, permanent full-time and less than full time employees will be credited with vacation leave they accrued during the previous six (6) continuous months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

#### **X.3 Vacation Leave Accrual**

Full time employees will accrue vacation leave according to the rate schedule below under the following conditions:

- A. Employees working less than full time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full time appointment.
- B. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic employees.
- C. Vacation leave will not accrue during leave without pay which exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.

## **Tentative Agreement**

September 17, 2004 9:00 pm

Page 2 of 4

### **1 X.2 Vacation Leave Accrual Rate Schedule**

| <b>Full Years of Service</b>  | <b>Monthly Rates</b> | <b>Hours Per Year</b>              |
|---|----------------------|------------------------------------|
| During the first year of continuous state employment                | 8 hrs                | Ninety-six (96)                    |
| During the second year of continuous state employment               | 8 hrs, 40 mins       | One hundred and four (104)         |
| During the third and fourth year of continuous employment           | 9 hrs, 20 mins       | One hundred and twelve (112)       |
| During the fifth, sixth and seventh years of total state employment | 10 hrs               | One hundred and twenty (120)       |
| During the eight, ninth and tenth year of total state employment    | 10 hrs, 40 mins      | One hundred and twenty-eight (128) |
| During the eleventh year of total employment                        | 11 hrs, 20 mins      | One hundred and thirty-six (136)   |
| During the twelfth year of total state employment                   | 12 hrs               | One hundred and forty-four (144)   |
| During the thirteenth year of total state employment                | 12 hrs, 40 mins      | One hundred fifty-two (152)        |
| During the fourteenth year of total state employment                | 13 hrs, 20 mins      | One hundred and sixty (160)        |
| During the fifteenth year of total state employment                 | 14 hrs               | One hundred sixty-eight (168)      |
| During the sixteenth and succeeding years of total state employment | 14 hrs, 40 mins      | One hundred seventy-six (176)      |

2

### **3 X.3 Vacation Scheduling for 24/7 Operations**

4 Vacations requests will be considered on a first come, first served basis. In the event that  
5 two or more employees request the same vacation period, the supervisor may limit the  
6 number of people who may take vacation leave at one time due to business needs and  
7 work requirements.

8

### **9 X.4 Vacation Scheduling for All Employees**

10 A. Vacation leave will be charged in half (1/2) hour increments.

11

12 B. When considering requests for vacation leave the Employer will take into account the  
13 desires of the employee but may require that leave be taken at a time convenient to  
14 the Employer.

## **Tentative Agreement**

September 17, 2004 9:00 pm

Page 3 of 4

C. Employees will not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave to cover such absence.

D. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

### **X.5 Family Care**

Employees may use vacation leave for care of family members as required by The Family Care Act, Chapter 296-13 WAC.

### **X.6 Vacation Cancellation**

Should the employer be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In the event the affected employee has incurred non-refundable, out of pocket, vacation expense, the employee may be reimbursed by the Employer.

### **X.7 Vacation Leave Maximum**

Employees may accumulate maximum vacation balances not to exceed two hundred and forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the institution will grant an extension for each month that the institution must defer the employee's request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred and forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

**Tentative Agreement**

September 17, 2004 9:00 pm

Page 4 of 4

**X.8 Separation**

Any employee, who either resigns with adequate notice or retires, is laid-off or is terminated by the Employer, will be entitled to be paid for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

1 **ARTICLE \_\_\_\_\_**

2 **VOLUNTARY EMPLOYEE BENEFIT ACCOUNTS (VEBA)**

3  
4 **X.1** The employer will provide to eligible employees covered by this agreement a  
5 medical expense plan that provides for reimbursement of medical expenses.  
6 Instead of cash out of sick leave at retirement the employer may deposit  
7 equivalent funds in a medical expense plan for eligible employees, as authorized  
8 by RCW 41.04.340. The medical expense plan must meet the requirements of the  
9 Internal Revenue Code.

10  
11 **X.2** As a condition of participation, the medical expense plan provided shall require  
12 that each covered eligible employee sign an agreement with the employer. The  
13 agreement shall include the following provisions.

14  
15 A. A provision to hold the employer harmless should the United States  
16 government find that the employer or the employee is indebted to the United  
17 States as a result of:

- 18  
19 1. The employee not paying income taxes due on the equivalent funds  
20 placed into the plan, or  
21 2. The employer not withholding or deducting a tax, assessment, or  
22 other payment on funds placed into the plan as required by federal  
23 law.

24  
25 B. A provision to require each covered eligible employee to forfeit remuneration  
26 for accrued sick leave at retirement if the employee is covered by a medical  
27 expense plan and the employee refuses to sign the required agreement.

28 For the Union:

For the Employer:

29  
30  
31  
32  
33 \_\_\_\_\_  
Leslie Liddle

Date

\_\_\_\_\_  
Caroline Lacey

Date



**Tentative Agreement**

August 23, 3004

1 of 1.

**ARTICLE \_\_\_\_\_**

**WORK-RELATED INJURY OR ILLNESS**

**X.1 Compensable Work-Related Injury or Illness Leave**

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments. Leave for a work-related injury, covered by workers' compensation will run concurrently with the FMLA.

Notwithstanding Section X.1, Leave Without Pay Article, the Employer may separate an employee in accordance with Article X, Disability Separation.

**For the Union:**

**For the Employer:**

\_\_\_\_\_  
**Leslie Liddle**

**Date**

**Chief Negotiator**

\_\_\_\_\_  
**Caroline Lacey**

**Date**

**Chief Negotiator**